

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND KEYSER MARSTON ASSOCIATES, INC.**

FISCAL LAND USE OPPORTUNITY STUDY

THIS AGREEMENT is made and effective as of **May 23, 2023** between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Keyser Marston Associates, Inc.** a Corporation, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **May 23, 2023**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **May 23, 2024**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Consultant shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PAYMENT

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **One Hundred and Forty Three Thousand Dollars and Zero Cents (\$143,000.00), plus 10% Contingency of Fourteen Thousand Three Hundred Dollars and Zero Cents (\$14,300.00)**, for the total term of this agreement unless additional payment is approved as provided in this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall

give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONSULTANT

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement with the exception of Consultant's proprietary computer models, shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

9. INSURANCE REQUIREMENTS

a. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

c. Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: One Million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other

form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One Million (\$1,000,000) accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability Coverage: One Million Dollars (\$1,000,000) per claim and in aggregate.

d. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

e. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

g. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

10. INDEPENDENT CONTRACTOR

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery

request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Consultant: Keyser Marston Associates, Inc.
Attn: Paul Marra
555 West Beech Street, Suite 460
San Diego, CA 92101

14. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

KEYSER MARSTON ASSOCIATES, INC
(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Zak Schwank, Mayor

By: Paul C. Marra
Paul C. Marra, Managing Principal

ATTEST:

By: _____
Randi Johl, City Clerk

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Keyser Marston Associates, Inc.
Attn: Paul Marra
555 West Beech Street, Suite 460
San Diego, CA 92101
pmarra@keysermarston.com
619-718-9500

City Purchasing Mgr.
Initials and Date:
LR 4/25/23

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

(1) I am the duly elected and acting Secretary of Keyser Marston Associates, Inc. a California Corporation; and

(2) That Paul C. Marra, a Vice President of Keyser Marston Associates, Inc. is authorized on behalf of the Corporation to sign the Agreement for Consultant Services dated April 17, 2023, between the City of Temecula and Keyser Marston Associates, Inc. to prepare a Fiscal Land Use Opportunity Study; and

(3) Further, all corporate officers of Keyser Marston Associates, Inc. are authorized to enter into contracts and execute instruments in the name of the Corporation or on behalf of the Corporation, pursuant to the Corporation's Bylaws, adopted September 14, 1990.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of such corporation this 30th day of March 2023.

Diane M. Chambers

Diane M. Chambers, Secretary

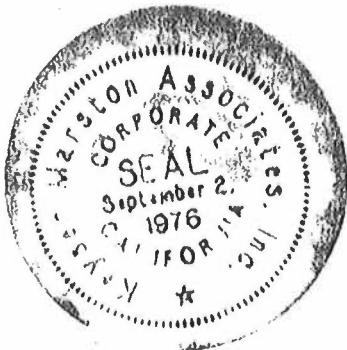


EXHIBIT A

Tasks to be Performed

All tasks to be performed are per the proposal provided by the Consultant attached hereto and incorporated herein as though set forth in full.

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Contractor's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed \$143,000.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

**PROPOSED SCOPE OF SERVICES
LAND USE ECONOMIC OPPORTUNITY STUDY
CITY OF TEMECULA**

I. OBJECTIVE

Keyser Marston Associates, Inc. (KMA) prepared a Citywide Land Use Economic Opportunity Study for the City of Temecula (City) in 2015 (2015 Study). The 2015 Study focused on three (3) key objectives identified by the City:

1. An evaluation of market demand potential for all major land uses through build-out of the City's General Plan
2. Analysis of the fiscal impact of anticipated new development on the City's General Fund
3. An updated assessment of market opportunities and revitalization strategies for Old Town

The City is seeking an update of the 2015 Study, with respect to: (1) an evaluation of mid- to long-term development opportunities by land use type; and (2) an assessment of fiscal impacts on the City's General Fund for a General Plan build-out scenario and alternative land uses scenarios. The City has also requested that KMA update the data, assumptions, and inputs in the 2015 study to reflect current market conditions and development trends. In response to these objectives, KMA has formulated the following work program.

II. SCOPE OF SERVICES

A) Task 1 – Initiation and Field Reconnaissance

KMA will participate in a kick-off meeting with City staff to review the work program and schedule; collect background data, reports, and maps; and identify additional information needs. Key information required will include confirmation of the General Fund budget, General Plan build-out tabulations by land use type, status of various Specific Plans, and vacant land inventory and development potential. KMA will tour relevant properties (developed and/or vacant) throughout the City.

B) Task 2 – Demographic and Economic Trends

KMA will review key demographic and economic trends in Temecula and the surrounding market area, including population, number of households, household income, and employment. We will draw information from the City, Southern California Association of Governments (SCAG), the California Department of Finance (DOF), the U.S. Census, and data profiling sources such as Esri and Claritas.

C) Task 3 – Market Conditions by Land Use Type

KMA will assess current market conditions and competitive position for five (5) major land use categories within the City: commercial (retail and restaurant); residential (single-family and multi-family); office; industrial; and lodging (hotels/motels). At a minimum, the KMA assessment will include the following key work tasks.

- a. KMA will review Statewide and regional economic trends in land use and development.
- b. KMA will identify the major concentrations of commercial, residential, office, industrial, and hotel uses within the City, and evaluate their competitiveness on a regional level.
- c. KMA will evaluate key market factors such as inventory, absorption, vacancy, and value indicators for each major land use type. Market data will be collected from third-party data sources such as CoStar Group, Inc., real estate brokerage publications, and other industry sector publications.
- d. KMA will review major development proposals planned or under construction within the City and surrounding market area.

In addition to the above collection and review of market data, KMA will conduct telephone surveys of selected developers, brokers, and other real estate professionals to better understand market conditions and development opportunities in the City.

D) Task 4 – Development Potential by Land Use Type

Based on the demographic and market assessments, KMA will prepare a matrix summarizing principal assets and constraints affecting development potential for each land use category. We will identify key development opportunities in terms of land use mix, type of development, and location. We will prepare long-term growth projections and absorption forecasts for each major land use category on a Citywide basis. Absorption forecasts will be expressed in units/building area as well as land area (acres). We will compare the required land area to meet the absorption forecasts with the remaining vacant land inventory in the City by land use type per the existing General Plan designations. Based on this comparison, we will review the potential to redesignate portions of the remaining land inventory, thereby generating an alternative land use program that is more fiscally and economically balanced for the City.

Using the absorption projections, KMA will also estimate key indices such as jobs/housing balance, employment opportunities, range of housing types, retail sales capture, and other metrics at future milestones.

KMA will participate in a meeting with City staff and/or the Council Subcommittee to present the findings of Tasks 2, 3, and 4. Based on City feedback, we will refine the recommended land use scenarios to be evaluated in the fiscal impact analysis (Task 5).

E) Task 5 – Fiscal Impact Analyses

KMA will develop a fiscal impact model to measure the recurring annual impacts on the City's Fiscal Year 2023-2024 (FY 2024) General Fund resulting from incremental development on the remaining vacant land in the City. The KMA fiscal model will evaluate two (2) scenarios: (1) a baseline scenario based on build-out of the existing General Plan; and (2) an alternative land use scenario formulated in Task 4 above. KMA will work with City staff to finalize the land use programs for the second alternative.

KMA will review the City's existing General Fund budget to understand the City's fiscal condition and revenue/expense parameters. KMA will estimate the annual operating expenditures generated by incremental development on remaining vacant land in the City. We will supplement this analysis through discussions with selected department heads regarding level of service and expenditure trends. In particular, we will interview key staff in the police, fire, public works, recreation funding, and parks maintenance departments to track recent trends in costs to deliver services.

The KMA models will address both recurring revenues and operating expenditures, expressed in 2023 dollars, at build-out of each alternative. KMA will summarize the net fiscal impact to the City for each land use scenario at build-out/stabilization (i.e., recurring annual revenues less operating expenditures).

F) Task 6 – Presentation

The KMA findings will be presented in several stages, beginning with an initial PowerPoint presentation of our complete draft findings and supporting analysis. Based on feedback from City staff, we will prepare and submit a draft report. After receipt of consolidated comments from City staff, we will complete a final report. We will also prepare for, and attend, one (1) public meeting to present the final report.

G) Optional Task 7 – Update of Fiscal Impact Analyses

If necessary, KMA will update each fiscal impact analysis in Task 5 to reflect the FY 2025 General Fund Budget. We will also conduct follow-up interviews with police, fire, public works, recreation funding, and parks maintenance departments to update any methodologies and assumptions, if necessary.

III. BUDGET

Our total budget estimate for the Land Use Economic Opportunity Study update (Tasks 1-6 + reimbursables) is \$128,000. Our budget requirement to update the Fiscal Impact Analyses (Optional Task 7) is \$15,000, for a subtotal budget of \$143,000. In addition, we have included a 10% contingency of \$14,300 at the City's option, for a grand total budget of \$157,300. Our budget breakout is itemized below.

Task	Budget
Task 1 – Initiation and Field Reconnaissance	\$7,500
Task 2 – Demographic and Economic Trends	\$15,000
Task 3 – Market Conditions by Land Use Type	\$34,500
Task 4 – Development Potential by Land Use Type	\$22,500
Task 5 – Fiscal Impact Analyses	\$29,500
Task 6 – Presentation	\$16,500
Subtotal	\$125,500
Reimbursables (1)	\$2,500
Subtotal Budget (Tasks I – VI)	\$128,000
Task 7 – Optional Task: Update of Fiscal Impact Analyses	\$15,000
Total Budget	\$143,000
Add: Contingency @ 10%	\$14,300
Grand Total Budget	\$157,300
(1) Includes data and reports, mileage, and other direct costs.	

KMA proposes to time-bill the City in accordance with our standard hourly billing rates (below), subject to the above budget limits.

KEYSER MARSTON ASSOCIATES, INC.	
PUBLIC SECTOR HOURLY RATES – 2022/2023	
CHAIRMAN, PRESIDENT, MANAGING PRINCIPALS*	\$305.00
SENIOR PRINCIPALS*	\$295.00
PRINCIPALS*	\$275.00
MANAGERS*	\$245.00
SENIOR ASSOCIATES	\$205.00
ASSOCIATES	\$185.00
SENIOR ANALYSTS	\$170.00
ANALYSTS	\$145.00
TECHNICAL STAFF	\$105.00
ADMINISTRATIVE STAFF	\$90.00
<p>Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxis, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost. Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.</p> <p>* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.</p>	

The KMA budget estimates include the following limitations:

- Maximum of three (3) versions of each work product, i.e., Administrative Draft, Draft, Final
- All work products submitted in PDF format only
- Maximum of six (6) virtual meetings
- Maximum of four (4) in-person meetings with City staff
- Maximum of two (2) public meetings or briefings with public officials

IV. SCHEDULE

KMA anticipates a requirement for 120 calendar days from project initiation to presentation of draft findings at the conclusion of Task 4, and an additional 60 calendar days to complete a draft of the fiscal impact analyses findings in Task 5.

V. LIMITING CONDITIONS

In accepting this proposal/contract, the City represents, acknowledges, and agrees that:

1. KMA is not advising or recommending any action be taken by the City with respect to any prospective, new, or existing municipal financial products or issuance of municipal securities (including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
2. KMA is not acting as a Municipal Advisor to the City and does not assume any fiduciary duty hereunder, including, without limitation, a fiduciary duty to the City pursuant to Section 15B of the Exchange Act with respect to the services provided hereunder and any information and material contained in KMA's work product; and
3. The City shall discuss any such information and material contained in KMA's work product with any and all internal and/or external advisors and experts, including its own Municipal Advisors, that it deems appropriate before acting on the information and material.